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SURFACE TRANSPORTATION BOARD

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SUITE 301
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November 18, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Madam/Sir

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B), dated November 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment (Amtrak Trust 94-B) and Lease Supplement No. 3 (Amtrak Trust 94-B) previously filed with the Commission under Recordation Number 18663 and 18863-F, respectively.

The names and addresses of the parties to the enclosed document are

Lessor	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890
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Lessee	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
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Chief
Section of Administration
November 18, 2011
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A description of the railroad equipment covered by the enclosed document is

1 Superliner Sleeper AMTK 32018 ADDED and 1 Superliner II Sleeper AMTK 32103 TERMINATED to the Lease Supplement

A short summary of the document to appear in the index is

Amendment to Lease Supplement No 3 (Amtrak Trust 94-B)

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria". The signature is fluid and cursive, with the first name "Edward" and last name "Luria" being the most prominent parts.

Edward M Luria

EML/bhs
Enclosures

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**AMENDMENT TO LEASE SUPPLEMENT NO. 3
(AMTRAK TRUST 94-B)**

SURFACE TRANSPORTATION BOARD

AMENDMENT TO LEASE SUPPLEMENT NO. 3 dated November 18, 2011 (this "Amendment") between **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 94-B) dated as of June 15, 1994 ("Lessor") and **NATIONAL RAILROAD PASSENGER CORPORATION** (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee") amends that certain Lease Supplement No. 3 (Amtrak Trust 94-B), dated December 23, 1994 (the "Lease Supplement") to that certain Lease of Railroad Equipment (Amtrak Trust 94-B) dated as of June 15, 1994, in each case, between Lessor and Lessee, a memorandum of which documents were recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) under Recordation No. 18863 on June 30, 1994 at 10:05 a.m. and Recordation No. 18863-F on December 23, 1994 at 11:50 a.m., respectively, (as modified, amended and supplemented to the date hereof, the "Lease"; and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Lease).

WHEREAS, Lessee and Lessor desire to substitute the Unit currently subject to the Lease described in Schedule 1 (the "Replaced Unit") with the Unit described in Schedule 2 attached hereto (the "Replacement Unit").

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Lessor and Lessee agree that all references in the Lease Supplement to the Unit described in Schedule 1 hereto shall be deleted and replaced with a reference to the Unit described in Schedule 2 hereto.

2. Lessor hereby leases the Replacement Unit to Lessee on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Unit or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Unit or any part or component thereof, except as to the absence of all Lessor's Liens

3. Lessor and Lessee agree (a) for all purposes of the Lease and the other Operative Documents, the Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (b) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit; and (c) the Replaced Unit is hereby released from the Lease.

4. Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease.

1.30

**AMENDMENT TO LEASE SUPPLEMENT NO. 3
(AMTRAK TRUST 94-B)**

AMENDMENT TO LEASE SUPPLEMENT NO. 3 dated November 18, 2011 (this "Amendment") between **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 94-B) dated as of June 15, 1994 ("Lessor") and **NATIONAL RAILROAD PASSENGER CORPORATION** (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee") amends that certain Lease Supplement No. 3 (Amtrak Trust 94-B), dated December 23, 1994 (the "Lease Supplement") to that certain Lease of Railroad Equipment (Amtrak Trust 94-B) dated as of June 15, 1994, in each case, between Lessor and Lessee, a memorandum of which documents were recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) under Recordation No. 18863 on June 30, 1994 at 10:05 a.m. and Recordation No. 18863-F on December 23, 1994 at 11:50 a.m., respectively, (as modified, amended and supplemented to the date hereof, the "Lease", and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Lease).

WHEREAS, Lessee and Lessor desire to substitute the Unit currently subject to the Lease described in Schedule 1 (the "**Replaced Unit**") with the Unit described in Schedule 2 attached hereto (the "**Replacement Unit**")

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Lessor and Lessee agree that all references in the Lease Supplement to the Unit described in Schedule 1 hereto shall be deleted and replaced with a reference to the Unit described in Schedule 2 hereto

2. Lessor hereby leases the Replacement Unit to Lessee on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Unit or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Unit or any part or component thereof, except as to the absence of all Lessor's Liens

3. Lessor and Lessee agree (a) for all purposes of the Lease and the other Operative Documents, the Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (b) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit, and (c) the Replaced Unit is hereby released from the Lease

4. Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease

5. This Amendment may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument

6. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Lease.

[Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B) to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner, Trustee, Lessor

By: _____
Name: Chad May
Title: Financial Services Officer

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee

By: _____
Name: Dale M. Stein
Title: Treasurer

CONSENTED TO BY:

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, as
Indenture Trustee

By: _____
Name:
Title:

[Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B)]

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 17th day of November, 2011 before me personally appeared
Chad May, to me personally known, who, being by me duly sworn, says that he/she is
~~Financial Services Officer~~ of WILMINGTON TRUST COMPANY, that the foregoing instrument
was signed on behalf of said Delaware trust company by authority of its Board of Directors, and
he/she acknowledges that the execution of the foregoing instrument was the free act and deed of
said trust company.


Notary Public

My Commission Expires: _____

SUSANNE M. GULA
Notary Public - State of Delaware
My Comm. Expires Nov. 21, 2011


[Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B) to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee, Lessor

By: _____
Name:
Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee

By: Dale M. Stein
Name: Dale M. Stein 
Title: Treasurer

CONSENTED TO BY:

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, as
Indenture Trustee

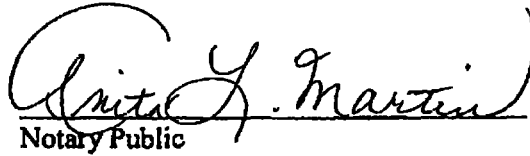
By: _____
Name:
Title:

[Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B)]

DISTRICT OF COLUMBIA

)
) ss.:
)

On this 10th day of November, 2011 before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he is the TREASURER of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: April 14, 2012

[Amendment to Lease Supplement No 3 (Amtrak Trust 94-B)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B) to be duly executed by their respective duly authorized officers as of the date first set forth above

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee, Lessor

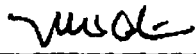
By: _____
Name:
Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee

By: _____
Name: Dale M. Stein
Title: Treasurer

CONSENTED TO BY:

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, as
Indenture Trustee

By: 
Name:
Title: Val T. Orton
Vice President

[Amendment to Lease Supplement No. 3 (Amtrak Trust 94-B)]

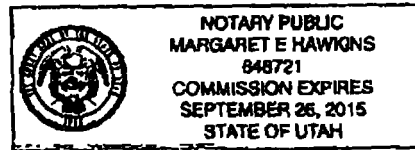
STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this Val T. Onion day of _____, 2011, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

M. Hall

Notary Public

My Commission Expires: Sept. 26, 2015



SCHEDULE 1 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 3

DESCRIPTION OF REPLACED UNIT

Description	Amtrak Equipment Number
Superliner II Sleeper	32103

SCHEDULE 2 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 3

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
Superliner Sleeper	32018

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated

1-17-11

Edward M Luria

Edward M Luria